

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20224046

Oct 03 2022

Amount Paid \$85.00  
Skagit County Treasurer  
By Lena Thompson Deputy

**EASEMENT**

REFERENCE NO: N/A  
GRANTOR: **DARREN C. GARVEY & JADA F. GARVEY**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **LOT 4, SHORT PLAT NO. 93-039 (AF# 199710130055)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P74707 / 4135-051-010-0001**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DARREN C. GARVEY** and **JADA F. GARVEY**, husband and wife ("Grantor" herein), hereby convey and warrant to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

**Lot 4, Skagit County Short Plat No. 93-039, approved September 10, 1997, and recorded October 13, 1997, in Volume 13 of Short Plats, Page 50, under Auditor's File No. 9710130055, records of Skagit County, Washington, being a portion of Government Lot 6, Section 6, Township 33 North, Range 5 East of the Willamette Meridian.**

**Situate in Skagit County, Washington.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**A right-of-way ten (10) feet in width lying parallel with and coincident to the Westerly margin of the State Route 9 right-of-way lying within the above described Property, generally located as shown on Exhibit "A" attached hereto and incorporated by this reference.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**a. Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

**b. Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-

mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights hereunder. PSE shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by PSE.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Trees Outside Easement Area.** PSE shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**5. Indemnity.** PSE agrees to indemnify Grantor from and against liability incurred by Grantor as a result of PSE's negligence in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Grantor. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**7. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 15 day of Sept, 20 22.

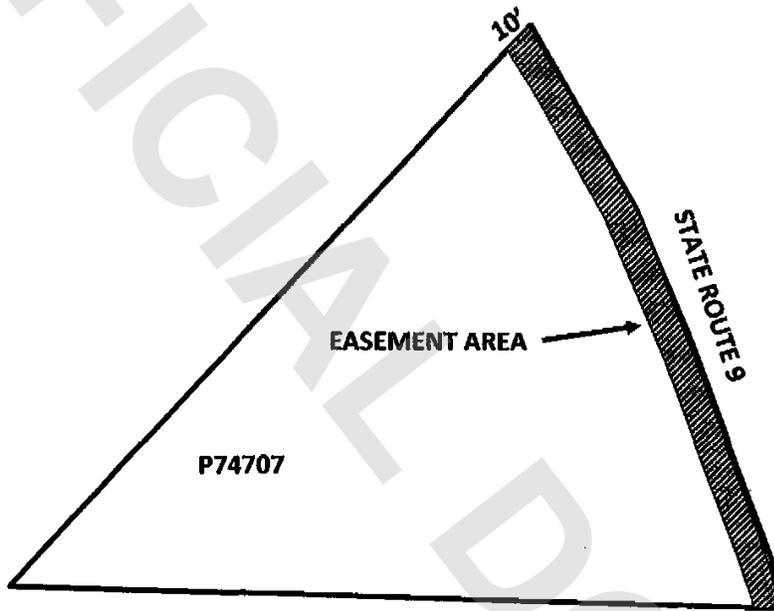
GRANTOR:

  
DARREN C. GARVEY

  
JADA F. GARVEY



EXHIBIT "A"  
(EASEMENT AREA)



NOT TO SCALE